

June 17, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZE THE SHERIFF TO ACCEPT A GRANT AWARD FROM THE
CALIFORNIA DEPARTMENT OF BOATING AND WATERWAYS
(ALL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Adopt a Resolution (Attachment I) authorizing the Sheriff to accept a grant award in the amount of \$40,000 from the California Department of Boating and Waterways to administer an abandoned vessel abatement program and to execute any subsequent amendments, modifications, extensions, augmentations, and any other tasks necessary for the completion of the grant.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Sheriff's Department submitted a grant application to the California Department of Boating and Waterways (DBW) requesting funding for abandoned vessel abatement in the Marina Del Rey Harbor. On April 23, 2003, DBW sent notification that the Sheriff's Department had been awarded \$40,000 to start the first year of a three-year Abatement Program. The funding will assist the Department's Administrative Services Division, Property and Evidence Unit, in conjunction with Marina Del Rey Sheriff's Station, to carry out its program to rid the harbor of unsightly, abandoned and submerged vessels.

The DBW requires that the Board of Supervisors adopt a resolution authorizing the Sheriff to execute the State Contract No. 02-214-508 (Attachment II).

Implementation of Strategic Plan Goals

The grant award from the DBW to undertake this new abatement program conforms to the Los Angeles County Strategic Plan as it provides the Sheriff's Department with the fiscal ability to respond to a public need, thereby, providing public services that are beneficial and responsive.

FISCAL IMPACT/FINANCING

The DBW is providing a total of \$40,000 for the first year of funding. This funding provides for the cost of abatement of abandoned and submerged vessels in the Marina Del Rey Harbor.

The first-year funding has been included in the Department's Fiscal Year 2003-04 budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The resolution and contract have been reviewed and approved as to form by County Counsel. The DBW Grant is effective beginning April 21, 2003, and ends June 30, 2005. The grant will be augmented yearly by DBW. The Sheriff's Department has requested bids for the abatement contract through the Internal Services Department to ensure adherence with County Policy and Procedures.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact to any other county agency.

CONCLUSION

Upon the Board's approval, the Sheriff's Department needs to obtain four individually certified copies of the Board adopted letter and Resolution. The Sheriff's Department's contacts for the requested Board action are Karen Anderson, Grants Manager, at (323) 526-5408 or Marcelle Murr, Grants Coordinator, at (323) 526-5222.

Sincerely,

LEROY D. BACA
SHERIFF

LDB:PKT:PAH:JET:KJA:MM:mm
(Fiscal Administration - Grants Unit)

Attachments

cc: Chief Administrative Officer
Auditor-Controller
Executive Officer, Board of Supervisors
County Counsel
William T. Stonich, Undersheriff
Larry L. Waldie, Assistant Sheriff
Paul K. Tanaka, Chief, Administrative Services Division
Patricia A. Hawkins, Director, Fiscal Administration
Andrew L. Lamberto, A/Assistant Division Director, ASD
Judi E. Thomas, Assistant Director, Fiscal Administration
Wendy Watanabe, Director, Financial Programs
Glen Dragovich, Assistant Director, Financial Programs
Christy Guyovich, Sergeant, Administrative Services Division
Peter Zavala, Manager, Property & Evidence Unit
Vicky Morcos, Supervisor, Grants Accounting and Special Funds
Karen Anderson, Grants Manager, Fiscal Administration
Grants Unit - Boating and Waterways Abatement
Chrono

BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES

RESOLUTION

WHEREAS the County of Los Angeles is charged with providing vital services for the courts, law enforcement, and adult and juvenile justice to a population in excess of nine million people; and

WHEREAS the County of Los Angeles is authorized, pursuant to Government Code Section 26500.5, to participate in any projects or programs to improve the administration of justice; and

WHEREAS the Sheriff's Department is responsible for conducting marine safety and enforcement patrol in protected areas; and

WHEREAS the California Department of Boating and Waterways provides State funding under the State Boating Safety and Enforcement Program to local jurisdictions for boating safety and enforcement programs on waters within their jurisdictions; and

WHEREAS the California Department of Boating and Waterways has issued one \$40,000 grant award to the Los Angeles County Sheriff's Department to provide a vessel abatement program; and

WHEREAS the grant award from the California Department of Boating and Waterways will assist the Sheriff's Department to more efficiently carry out its marine safety and enforcement patrol responsibilities;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Los Angeles hereby authorizes the Sheriff of Los Angeles County, as agent for the County, to accept, execute and sign grant award Contract No. 02-214-508 with the California Department of Boating and Waterways, and any subsequent amendments, modifications, extensions and augmentations pertaining to said grant award contract, upon review by County Counsel.

The foregoing resolution was on the _____ day of _____, 2003, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the Board of Supervisors of the County of Los Angeles this _____ day of _____, 2003.

VIOLET VARONA-LUKENS, Executive Officer-Clerk
of the Board of Supervisors of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

By _____
Gary Gross, Senior Deputy County Counsel

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 09/01)

AGREEMENT NUMBER

02-214-508

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Boating and Waterways

CONTRACTOR'S NAME

County of Los Angeles Sheriff's Department

2. The term of this Agreement is: April 21, 2003 through June 30, 2005

3. The maximum amount of this Agreement is: \$ 40,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Scope of Work, Letter of Intent, Work Plan, Hazard Removal List

06pages

Exhibit B - Terms and Conditions / Budget Detail and Payment Provisions

06 pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Los Angeles Sheriff's Department

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Leroy D. Baca, Sheriff

ADDRESS

4700 Ramona Boulevard

Monterey Park, California 91754

STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Raynor Tsuneyoshi, Director

ADDRESS

2000 Evergreen Street, Suite 100, Sacramento, CA 95815-3888

California Department of General
Services Use OnlyEXEMPTED FROM
DEPT OF
GENERAL SERVICES
APPROVAL: SCM 4.4☐ Exempt per:

County of Los Angeles Sheriff's Department
02-214-508

STATE OF CALIFORNIA
Department of Boating and Waterways
2000 Evergreen Street #100
Sacramento, CA 95815

EXHIBIT A
Abandoned Watercraft Abatement Fund-Grant Program

SCOPE OF WORK (Letter of Intent and Hazard Removal List)

Contractor agrees to provide to Department of Boating and Waterways (DBW) as described herein:

See Letter of Intent/Work plan and Hazard Removal List of Exhibit A.

The services shall be performed in the jurisdiction of County of Los Angeles Sheriff's Department.

The project representatives during the term of this agreement will be:

State Agency: Department of Boating & Waterways	Contractor: County of Los Angeles Sheriff's Department
Name: Jana Clarke	Name: L. Peter Zavala
Phone: 916-263-0652	Phone: (562) 946-7218
Fax: 916 263-0357	Fax: (323) 415-1028



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



April 18, 2003

Ms. Jana Clarke
California Department of Boating and Waterways
2000 Evergreen Street
Sacramento, California 95815

Dear Ms. Clarke:

This letter serves as notification of the Los Angeles County Sheriff's Department's intent to seek funds from the Department of Boating and Waterways through the Abandoned Watercraft Abatement Fund.

PROBLEM: Marina Del Rey harbors approximately 6,000 recreational boats. Every year numerous vessels, because of their state of disrepair, become unseaworthy and are abandoned by their owners. These vessels must be removed by the Harbor Master and stored at the Sheriff's dock, where they impede the navigation of emergency vessels. The Sheriff's Department auctions the vessels; however, boaters and commercial salvage companies are not interested in purchasing most of these vessels due to their poor condition. The only remaining option is to pay commercial salvagers to dispose of the vessels. This cost is between \$1,500 and \$2,000 for most vessels.

STATEMENT OF NEED: Currently, there are twenty-four (24) vessels awaiting disposal by the Sheriff's Department. It is anticipated that a total of twenty-five (25) vessels will require removal each fiscal year, totaling seventy-five (75) vessels over the three-year grant period. Disposal by commercial salvagers will minimally cost \$1,500 per vessel.

PLAN OF ACTION: This letter is submitted with our application for a grant of \$112,500. The Sheriff's Department has contacted commercial salvagers and obtained informal estimates of \$1,500 and up for the disposal of each vessel. The Sheriff's Department will solicit and enter into contracts for commercial salvagers to dispose of the abandoned vessels if a grant is awarded. Grant funds will be used to pay for contracted services; no administrative costs will be allowed. The Sheriff's Department intends to satisfy its ten percent local contribution through cash match from its operating budget.

A Tradition of Service

Ms. Jana Clarke

-2-

April 18, 2003

Programmatic questions may be addressed to Peter Zavala, Manager, Central Property and Evidence Unit, at (562) 946-7218. Other grant-related questions may be addressed to Karen Anderson, Grants Manager, at (323) 526-5408 or Marcelle Murr, Grants Coordinator, at (323) 526-5222.

Sincerely,



LEROY D. BACA
SHERIFF

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Los Angeles Department of Boating and Waterways

ABANDONED WATERCRAFT ABATEMENT FUND APPLICATION QUESTIONNAIRE

Please answer the following questions in the space provided below (attach other sheets if necessary):

1. How many abandoned recreational vessels within your jurisdiction do you expect to remove over the next 2-3 years?

Historically, the Los Angeles County Sheriff's Department has removed 25 boats a year. It is estimated that over the next three years, approximately 75 boats will require removal.

2. How will this award enhance recreational boating in your area?

As a result of the timely removal of abandoned boats from the waterways of the Marina del Rey harbor, the area will be beautified. More importantly, the waters will be rendered safe for the thousands of recreational boaters and for the navigation of emergency vessels.

Many of the abandoned boats are partially submerged or left along the shoreline, thus creating hazardous conditions.

3. Does your agency have a local enforcement program to control and prevent the abandonment of watercraft within your jurisdiction? Do you have a submerged navigational hazard abatement plan? If so, describe or attach pertinent documentation such as excerpts from an operations manual.

The Los Angeles County Sheriff's Department's Marina del Rey station systematically patrols the waters of the harbor utilizing a two-man crew on an around-the-clock basis. Vessels which are reported abandoned are tagged, impounded and towed to the dock area. At this time we do not have a submerged navigational hazard abatement plan but one will be developed once this grant program is in place.

4. Local agencies are required to make a 10 percent cash contribution to the funding award.

Is your agency able to fulfill this requirement?

Yes. Funding is established to cover the 10% match. Budgets are established as well to provide manpower for the program.

WATER HAZARD REMOVAL LIST

Date #	Type of Hazard	Vessel Name/Description Location	Vessel Reg./HIN	Type	Length	Hull Material	Nav. Haz.	Environ. Haz.	Cost Estimate
1.	Abandoned Vessel	No Name-Station Docks	CF9619EG	ARS	22'	Fiberglass	Y	N	1,500
2.	Abandoned Vessel	"Alba"-Station Docks	CF4519EC	ARS	25'	Fiberglass	Y	N	1,500
3.	Abandoned Vessel	No Name-Station Docks	CF6096CG	ARS	26'	Wood	Y	Y	1,500
4.	Abandoned Vessel	"Brittany"-Station Docks	CF7651CL	ARS	30'	Wood	Y	Y	1,500
5.	Abandoned Vessel	No Name-Station Docks	Unknown	ARS	18'	Fiberglass	Y	N	1,500
6.	Abandoned Vessel	No Name-Station Docks	CF6469EB	ARS	20'	Fiberglass	Y	N	1,500
7.	Abandoned Vessel	No Name-Station Docks	Unknown	ARS	20'	Fiberglass	Y	N	1,500
8.	Abandoned Vessel	No Name-Station Docks	CF8005BL	ARS	15'	Fiberglass	Y	N	1,500
9.	Abandoned Vessel	No Name-Station Docks	CF3649HY	ARS	8'	Rubber	Y	N	1,500
10.	Abandoned Vessel	"Lola"-Station Docks	CF5302EH	ARS	21'	Fiberglass	Y	N	1,500
11.	Abandoned Vessel	No Name-Station Docks	CF0584ED	ARS	28'	Wood	Y	Y	1,500
12.	Abandoned Vessel	"Gladiator"-Station Docks	CF0121CH	ARS	24'	Fiberglass	Y	N	1,500
13.	Abandoned Vessel	No Name-Station Docks	CF4300EP	ARS	22'	Fiberglass	Y	N	1,500
14.	Abandoned Vessel	"La Vida"-Station Docks	CF4958HM	ARS	32'	Cement	Y	Y	1,500
15.	Abandoned Vessel	No Name-Station Docks	CF2004EX	ARS	27'	Fiberglass	Y	N	1,500
16.	Abandoned Vessel	No Name-Station Docks	CF7800YB	ARS	18'	Fiberglass	Y	N	1,500

WATER HAZARD REMOVAL LIST

Date #	Type of Hazard	Vessel Name/Description Location	Vessel Reg./HIN	Type	Length	Hull Material	Nav. Haz.	Environ. Haz.	Cost Estimate
17.	Abandoned Vessel	No Name-Station Docks	CF4956KT	ARS	24'	Fiberglass	Y	N	1,500
18.	Abandoned Vessel	"Ragmuffin"-Station Docks	CF2152CL	ARS	24'	Fiberglass	Y	N	1,500
19.	Abandoned Vessel	No Name-Station Docks	CF3107FS	ARS	22'	Fiberglass	Y	N	1,500
20.	Abandoned Vessel	No Name-Station Docks	CF4659EA	ARS	20'	Fiberglass	Y	N	1,500
21.	Abandoned Vessel	No Name-Station Docks	CF4459AU	ARS	19'	Fiberglass	Y	N	1,500
22.	Abandoned Vessel	No Name-Station Docks	CF4459AU	ARS	19'	Fiberglass	Y	N	1,500
23.	Abandoned Vessel	No Name-Station Docks	CF0728EK	ARS	30'	Fiberglass	Y	N	1,500
24.	Abandoned Vessel	"Kilauea"-Station Docks	None	ARS	39'	Cement	Y	Y	1,500

Los Angeles County Sheriff's Department
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STATE OF CALIFORNIA
Department of Boating and Waterways
2000 Evergreen Street #100
Sacramento, CA 95815

EXHIBIT B
Abandoned Watercraft Abatement Fund-Grant Program

1. NEEDS AND OBJECTIVES OF DBW

Pursuant to its authority under Harbors and Navigation Code section 525, the Department of Boating and Waterways ("DBW") wishes to contract with Contractor for the removal and disposal of abandoned, wrecked or dismantled vessels, or parts thereof, or any other partially submerged objects (hereinafter "eligible water hazards") which pose a substantial hazard to navigation within Contractor's jurisdiction as listed on the Hazard Removal List Worksheet, found in Exhibit A.

2. MATCHING FUND REQUIREMENT

Harbors and Navigation Code section 525(c) requires Contractor to contribute to the total amount expended under this Agreement with a ten percent (10%) contribution.

3. WATER HAZARDS ELIGIBLE FOR REMOVAL AND DISPOSAL

The funds provided under this Agreement shall be used for the removal, storage and disposal of eligible water hazards. For purposes of this Agreement, "abandoned" is defined in Harbors and Navigation Code section 522(a).

DBW has determined that the vessels/water hazards listed in Exhibit A are eligible for funding under this Agreement. Eligibility for funding of additional water hazards under this Agreement shall require the prior approval of DBW. All requests must be submitted in writing.

The funds provided under this Agreement shall not be utilized for abatement, removal, storage, or disposal of commercial vessels. Commercial vessels include those vessels for which the most recent registration or documentation was commercial, even though that registration or documentation may have lapsed.

If Contractor is reimbursed for the costs related to salvage and storage of an eligible water hazard by the registered or legal owner or other person known to have an interest in the water hazard, then the water hazard shall no longer be eligible for funding under this Agreement. Contractor shall notify DBW in writing of such reimbursement and shall return all fund disbursed by DBW to Contractor with respect to such water hazard immediately.

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4. RIGHT OF INSPECTION

Contractor shall allow DBW and other state agency representatives, at any reasonable time, to inspect any site where Contractor or its subcontractors are performing work under this Agreement.

5. HAZARDOUS MATERIALS

Contractor shall be responsible for securing any necessary or prudent studies, permits, or authorizations associated with treatment, removal, storage, or any other handling of hazardous substances including, but not limited to, toxic waste, petroleum waste, asbestos, and similar substances, prior to the removal of any vessel and water hazard pursuant to this Agreement.

Contractor shall be responsible for the proper and lawful handling, storage and disposal of any hazardous substances encountered in the execution of this Agreement.

6. TITLES AND LIENS

Contractor shall comply with all relevant provisions of the Harbors and Navigation Code regarding notices, hearings and liens in the performance of this Agreement. Contractor (in conjunction with local law enforcement) shall conduct a title search for all vessels presumed to be abandoned, as provided by Harbors and Navigation Code section 526.

7. MEDIA

Contractor agrees to acknowledge DBW's financial support whenever work funded by this Agreement is publicized in any news media, brochures, or other type of promotional material.

8. OUTSIDE SERVICES

It is understood and agreed that, at its discretion, DBW reserves the right to obtain marine salvage services outside the terms of this Agreement.

9. PERMITS AND DOCUMENTATION

Prior to the removal of any eligible water hazard, the Contractor shall obtain all necessary permits, authorizations, and documentation necessitated by any applicable provision of law.

10. SECURING OF BIDS

Contractor shall comply with any applicable laws and regulations governing the competitive bidding process when awarding subcontracts to marine salvage companies under this Agreement.

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11. SUBCONTRACTORS

The Contractor warrants that that any marine salvage company performing work under this Agreement holds a valid business license and carries general commercial liability insurance coverage sufficient to fully insure against any and all risks of hazardous activities associated with the work to be performed under this Agreement. Contractor shall provide DBW with a certificate of insurance from any subcontractor prior to the commencement of any work under this Agreement.

12. TRAFFIC CONTROL AND TRAFFIC SAFETY

The Contractor shall provide for adequate traffic control and safety measures at any site where Contractor and its subcontractors will perform any work under this Agreement.

13. AIR OR WATER POLLUTION VIOLATION

Contractor warrants that it is not (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to any cease and desist order not subject to review issued pursuant to Water Code section 13301 for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

14. ENTIRE AGREEMENT

This Agreement consists of the terms of this Agreement and all attachments, which are expressly incorporated herein. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required.

15. APPROVAL OF CONTRACT AND AMENDMENTS

This Agreement and any variation thereto is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Commencement of performance prior to approval of this Agreement will be at the Contractor's own risk.

16. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENT

There are no Disabled Veteran Business Enterprise participation requirements with this contract.

17. AUTHORITY TO CONTRACT

Contractor must provide DBW with evidence of its authority to enter into this Agreement. Contractor may provide a delegation of contracting authority from its local governing body that by law has authority to contract. Alternatively, Contractor may provide DBW with a resolution, order, motion, or ordinance of its local governing body that by law has authority to contract, authorizing execution of this Agreement.

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18. COMPLIANCE WITH LAW AND REGULATIONS

Contractor and its subcontractor(s) shall comply with all applicable laws and regulations of the State of California for all work to be performed under this Agreement. By signing this Agreement, Contractor certifies its compliance and the compliance of all subcontractors with: (a) applicable provisions of the California Environmental Quality Act; (b) Nondiscrimination Program requirements of Government Code section 12990 (a-f) and Title 2, California Code of Regulations, section 8103 (and section 8113 in contracts over \$5,000) along with section 7285 et. seq. of the Fair Employment and Housing Act; (c) Drug-Free Workplace requirement of Government Code section 8350 et seq.; (d) National Labor Relations Board Certification of Public Contract Code section 10296; (e) Workers' Compensation requirement of Labor Code section 3700; and (f) Americans with Disabilities Act regulations issued pursuant to 42 U.S.C. section 12101 et seq.

19. INDEPENDENT CONTRACTOR

Contractor and its employees are independent contractors and shall not be considered officers or employees of DBW or agents of the State of California. Neither DBW nor the State shall have any obligation to pay or to enforce any payment by Contractor to any subcontractor.

20. INSURANCE

The removal, storage and disposal of vessels under this Agreement is a hazardous activity. Contractor therefore must maintain commercial general liability insurance in an amount and of a type acceptable to DBW and to the Department of General Services / Office of Risk and Insurance Management (ORIM).

Contractor must furnish a certificate of insurance to DBW stating the following:

- A. Contractor currently carries commercial general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage combined [or more specific and greater coverage].
- B. The hazardous activities to be performed under this Agreement are covered under Contractor's insurance.
- C. The insurer shall not cancel Contractor's coverage without 30 days prior written notice to DBW.
- D. The State of California, its officers, agents, employees, and servants are included as additional insureds with respect to the work performed for DBW under this Agreement.

If Contractor is self-insured, Contractor must provide DBW written explanation of the self-insurance program, which must be approved by ORIM.

Contractor warrants that its liability insurance shall be in effect at all times during the term of this contract. In the event Contractor's insurance coverage expires at any time during the term of this Agreement, Contractor agrees to provide, at least 30 days before said expiration date, a new certificate of insurance evidencing

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insurance coverage as provided for herein and for not less than the remainder of the term of the contract or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services. Contractor agrees that no work or services shall be performed prior to such approval.

If Contractor fails to keep the required insurance in effect at all times during the term of this contract, DBW may, in addition to other remedies it may have, terminate this contract upon two days written notice.

21. TERMINATION

DBW may terminate this Agreement for any reason upon thirty (30) days written notice to Contractor. Further, DBW may, by two-day written notice to Contractor and without any prejudice to its other remedies, terminate this contract because of the failure of Contractor to fulfill its contract obligations. Upon receipt of any notice terminating this Agreement, Contractor shall immediately discontinue all removal and disposal activities affected, unless the notice directs otherwise. In such event, DBW shall pay Contractor only for removal and disposal activities completed prior to the termination date. Contractor shall promptly return all advanced funds. At DBW's sole discretion, DBW may offer an opportunity to cure any breach prior to terminating for default.

22. ASSIGNMENT

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

23. AUDIT

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

24. INDEMNIFICATION Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

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02-214-508

25. GOVERNING LAW

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

26. ANTITRUST CLAIMS

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

27. UNENFORCEABLE PROVISION

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.

Los Angeles County Sheriff's Department
02-214-508

28. BUDGET DETAIL AND PAYMENT PROVISIONS

Invoicing and Payment

A. DBW will make monthly payments in arrears upon written request by Contractor. Contractor must substantiate such requests by submitting invoices to DBW and referencing each request to the Hazard Removal List (Exhibit A).

B. Invoices must contain the name and address of the Contractor, the Contract Number, date the service was performed, location of each service, and indication of 10% (ten percent) match. Invoices must be itemized, extended, and totaled and mailed in **triplicate** to:

Department of Boating and Waterways
Abandoned Watercraft Fund
Attention: Jana Clarke
2000 Evergreen Street, Suite 100
Sacramento, CA 95815

C. Submission of fraudulent invoices or other claim documentation is a breach of this Agreement, which shall result in forfeiture of all funds advanced and provided under this Agreement.

D. All requests for payment must be submitted to DBW no later than the 31st day of May of the final year of the contract. The DBW is not obligated to make payment on any invoice received or to any services completed after this date.

29. BUDGET CONTINGENCY CLAUSE

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DBW shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DBW shall have the option to either cancel this Agreement with no liability occurring to DBW, or offer an agreement amendment to Contractor to reflect the reduced amount.